

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

AND

THE ORGANISMO DE EVALUACIÓN Y FISCALIZACIÓN AMBIENTAL

The United States Environmental Protection Agency ("EPA") and the "*Organismo de Evaluación y Fiscalización Ambiental - OEFA*" (Agency for Assessment and Environmental Control); (hereinafter referred to as "**the Participants**");

RECOGNIZING Chapter Eighteen on the Environment of the United States - Peru Trade Promotion Agreement between the Government of Peru and the Government of the United States of America, signed on April 12th, 2006;

FURTHER RECOGNIZING the Environmental Cooperation Agreement between the Government of Peru and the Government of the United States of America, signed on July 24th, 2006 ("ECA");

RECOGNIZING the outcomes and mutual benefits EPA and OEFA experts have achieved in cooperating on environmental compliance and enforcement in the past five years;

ACKNOWLEDGING mutual interests between the Participants in continuing cooperation and collaboration in the field of environmental compliance and enforcement.

Have reached the following understandings:

**Section 1
OBJECTIVE**

1. The objective of this Memorandum of Understanding ("MOU") is to provide a framework through which the Participants may continue to cooperate in carrying out activities that contribute to the protection of human health and the environment, and through which they may intensify such cooperation.
2. The Participants intend to cooperate in order to create a climate of mutually beneficial and open exchange on environmental enforcement and compliance issues, which in turn contributes to the strengthening of the environmental protection and management of both the EPA and OEFA.
3. The Participants believe that mutual cooperation under this Memorandum may provide for institutional and policy strengthening for effective implementation and enforcement of environmental laws as specified in the Environmental Cooperation Work Program established under the ECA.

Section 2 AREAS OF COOPERATION

1. The collaborative activities described in this MOU are intended to be conducted in a manner consistent with the provisions of the MOU.
2. The Participants have a joint interest in mechanisms that allow for and promote the most effective protection of the environment in a manner that services the social, economic, and environmental objectives of our societies, in the short and long term.
3. To that end, specific areas of cooperation may be mutually determined by the Participants at appropriate intervals and may include, but are not limited to, such areas of mutual interest as:
 - a. Efficient environmental enforcement that builds confidence among native and indigenous communities;
 - b. Methods for gathering and using evidence in enforcement proceedings;
 - c. Innovative compliance promotion strategies;
 - d. Advanced environmental monitoring technologies and electronic reporting; and
 - e. Building compliance into rules and policies.

Section 3 FORMS OF COOPERATION

The Participants intend to cooperate on these matters, including through the exchange of information and experiences and, where appropriate, to coordinate on technical collaboration on specific topics with relevant government agencies. The participants intend to cooperate bilaterally and, where appropriate, in third countries, regionally or multilaterally on environmental issues. Cooperation under this MOU may include, but is not limited to:

1. Bilateral policy dialogue,
2. Transfer or exchange of policy and technical information in the field of environmental enforcement and compliance;
3. Joint organization of and/or participation in symposia, conferences, seminars, workshops, and training courses;
4. Study tours, visitor exchanges, and temporary assignments of personnel from one Participant to the other;
5. Joint inspections;
6. Joint publications and cooperative research; and
7. Joint projects to demonstrate improved environmental and compliance approaches.

Section 4 IMPLEMENTATION

1. The Participants intend to develop a workplan to implement the MOU. Specific cooperative activities and the terms under which they are intended to be conducted may be described in this workplan.
2. The Participants may involve and collaborate with other government and non-government agencies on elements of workplan implementation and research cooperation, as appropriate.
3. The Participants recognize that collaboration under this MOU does not represent a commitment of funds, personnel, or other resources. Additionally, collaboration under this MOU is subject to the availability of appropriated funds, personnel, and resources.

Section 5 PLANNING AND REVIEW OF ACTIVITIES

Each Participant intends to designate a principal representative who, at such times as the Participants mutually determine, may meet with his or her counterpart representative to review the activities under this MOU and develop proposals for future activities, as appropriate.

Section 6 STAKEHOLDER ENGAGEMENT

The Participants may encourage and facilitate the engagement and participation of relevant stakeholders (such as research organizations, universities, and other government agencies) in cooperative activities under this MOU, as appropriate.

Section 7 INTELLECTUAL PROPERTY AND SECURITY

1. The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum and business-confidential information obtained and/or exchanged pursuant to this Memorandum is intended to be governed by the provisions of Chapter Sixteen on Intellectual Property Rights of the United States - Peru Trade Promotion Agreement.
2. No information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations is intended to be provided under this MOU. In the event it is subsequently discovered that information or equipment that is known or believed to require such protection is identified as having been furnished inadvertently in the course of cooperative activities pursuant to this MOU, the matter should be brought immediately to the attention of appropriate officials and the Participants should consult to identify

appropriate security measures to be mutually determined by the Participants, in writing, and applied to this information and/or equipment.

Section 8 MODIFICATION

This MOU may be modified at any time in writing by mutual consent of the Participants. Any modifications should apply on a date to be determined jointly by the Participants.

Section 9 INTERPRETATION

Any difference of opinion between the Participants with regard to the interpretation or application of this MOU is intended to be settled by consultation with one another.

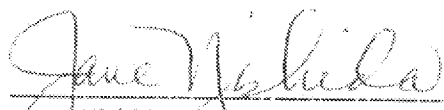
Section 10 FINAL PROVISIONS

1. Activities under this MOU may commence on the date of its signing by both Participants. This MOU is intended to continue for a period of five years. The Participants may at any time review and decide to continue their cooperation.
2. Cooperative activities under this MOU are intended to be conducted in accordance with the applicable law and regulations of the Participants. This MOU is a voluntary arrangement that expresses the good faith intentions of the Participants, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party. This MOU does not create any right or benefit, substantive or procedural, enforceable by persons who are not a Participant to this arrangement, against the Participants, their officers or employees, or any other person. This MOU does not direct or apply to any person other than the Participants.
3. All activities carried out by the Participants under this MOU are subject to the availability of resources as appropriate. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with respective Agency budget priorities.
4. Neither Participant intends to submit a claim for compensation for services rendered to the other Participant in connection with any activities it carries out in furtherance of this MOU unless such a claim is authorized by a separate written agreement between the two Participants.
5. Any transaction by EPA involving disbursement, reimbursement, or contribution of funds between the Participants to this MOU is expected to be handled by EPA in accordance with applicable laws, regulations, and procedures under separate written arrangements or agreements between the Participants.


SIGNED in Lima, Peru this 20th day of September 2016.

FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

FOR THE ORGANISMO DE EVALUACIÓN Y
FISCALIZACIÓN AMBIENTAL - OEFA



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